CONTRACT
BETWEEN
REGIONAL CITIZENS ADVISORY COMMITTEE
AND
ALYESKA PIPELINE SERVICE COMPANY

February 8, 1990
CONTRACT
February, 1990

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>Independence of Committee</td>
<td>2</td>
</tr>
<tr>
<td>Article 2</td>
<td>Scope of Services</td>
<td>3</td>
</tr>
<tr>
<td>Article 3</td>
<td>Term and Funding</td>
<td>5</td>
</tr>
<tr>
<td>Article 4</td>
<td>Special Alyeska Obligations</td>
<td>10</td>
</tr>
<tr>
<td>Article 5</td>
<td>Effect of Statutes</td>
<td>13</td>
</tr>
<tr>
<td>Article 6</td>
<td>Indemnity, Liability and Estoppel</td>
<td>15</td>
</tr>
<tr>
<td>Article 7</td>
<td>Remedies</td>
<td>12</td>
</tr>
<tr>
<td>Article 8</td>
<td>Miscellaneous Provisions</td>
<td>18</td>
</tr>
</tbody>
</table>
CONTRACT

This Contract (the "Contract") is made as of the 8th day of February, 1990 between Regional Citizens Advisory Committee, Inc., an Alaska corporation (the "Committee" or "RCAC") and Alyeska Pipeline Service Company, a Delaware corporation ("Alyeska"), for itself and as agent for Amerada Hess Pipeline Corp., ARCO Pipe Line Co., BP Pipelines (Alaska), Inc., Exxon Pipeline Co., Mobil Alaska Pipeline Co., Phillips Alaska Pipeline Corp., and Unocal Pipeline Co. (collectively, the "Owners").

RECITALS

1. Alyeska commits that in its Prince William Sound Tanker Spill Prevention and Response Plan (the "Plan") it will include provisions to coordinate with a citizen advisory committee organized to provide local involvement in the development, and ongoing implementation of that plan.

2. Alyeska promises, subject to the conditions set forth herein, to support the citizens' advisory process to include monitoring and advisory functions respecting actual and potential environmental impacts of Valdez Marine Terminal (the "Terminal") and oil tanker operations; oil spill prevention, safety, and emergency response; and, to the extent of Alyeska's ability to influence such matters, port operations and Prince William Sound vessel traffic systems.
3. The Committee is willing to participate in the citizens' advisory process for the public and Alyeska on a permanent basis only on the conditions that it be truly independent from Alyeska and that Alyeska provide the Committee with a permanent source of adequate funding.

AGREEMENTS

In consideration of the mutual obligations contained herein, Alyeska and the Committee agree to the following:

ARTICLE I - INDEPENDENCE OF THE COMMITTEE

1.1 Independence of Committee. The independence, and public perception of independence, of the Committee is of overriding importance to the Committee in fulfilling its functions and in meeting public needs. This Contract shall be interpreted in such a way as to promote the independence, both actual and perceived, of the Committee from Alyeska.

1.2 Legal Autonomy. In order to enhance the legal and political autonomy of the Committee, it shall be formed as a nonprofit corporation. Alyeska shall have no right to be a member, to have representatives on the board of directors, or to have any degree of control over the formation or operation of the corporation.

1.3 Other Activities. The Committee is free to engage in activities outside of its contractual obligations to Alyeska; provided, however, that any such activities shall not be paid for by funds provided by Alyeska.
ARTICLE II - SCOPE OF SERVICES

2.1 Services Provided. The Committee shall provide the following services to the public and Alyeska:

a. Provide local and regional input, review and monitoring of Alyeska oil spill response and prevention plans and capabilities, environmental protection capabilities, and actual and potential environmental impacts of Terminal and tanker operations;

b. Increase public awareness of Alyeska oil spill response and prevention capabilities, environmental protection capabilities, and actual and potential environmental impacts of Terminal and tanker operations;

c. Provide input into monitoring and assessing the environmental, social, and economic consequences of any oil related accidents and actual or potential environmental impacts in or near Prince William Sound; provided, that no Alyeska funding shall be used for such monitoring or assessing specifically in support of litigation against Alyeska;

d. Provide local and regional input into the design of appropriate mitigation measures for potential consequences likely to occur as a result of oil or environmental related accidents or impacts of Terminal and tanker operations;
e. Provide recommendations, to which Alyeska will respond in a timely manner, and participate in:

(1) the continuing development of the Plan;
(2) annual plan review;
(3) the periodic review of operations under the Plan, including training and conducting exercises;
(4) the input into selection of research and development projects;
(5) the review of other important issues related to marine oil spill prevention and response concerns that are not obvious at this time; and
(6) the review of other concerns agreed upon by the Committee regarding actual or potential environmental impacts of Terminal or tanker operations; and

f. Fulfill all responsibilities and duties of the citizens advisory committee as set forth in Exhibit A attached hereto, which Alyeska agrees to incorporate in the Plan, and all amendments thereto.

g. To the extent possible, to avoid unnecessary duplication, the Committee shall coordinate its work with the scientific work performed by or on behalf of Alyeska, operators of crude oil tankers,
and government agencies. However, this shall not preclude the Committee from conducting independent work to confirm, verify or test work performed by others.

h. The function of the Committee under this Contract is not regulatory, but is advisory only.

2.2 Eligible Projects. The Committee may use all funding provided by Alyeska only to engage in any or all activities authorized expressly or by implication by this Contract. Without in any way limiting the foregoing, it is specifically agreed that Alyeska-provided funds may be used for socio-economic studies of potential human impacts of any future spills or accidents in or near Prince William Sound. Alyeska-provided funds may not, however, be used for attorney's fees, litigation consultants or witnesses, studies specifically undertaken for purposes of litigation, expert witnesses, or other litigation costs in connection with litigation against Alyeska or the TAPS Owners, or for any litigation arising out of the Exxon Valdez oil spill of 1989; provided, however, that the Committee may use Alyeska-provided funds for purposes of litigation or arbitration with Alyeska respecting disputes over the interpretation or performance of this Contract.

ARTICLE III - TERM AND FUNDING

3.1 Term. The term of this Contract shall commence on the effective date first indicated above and shall continue so long
as oil continues to flow through the Trans Alaska Pipeline System ("TAPS") and thereafter until the Owners' obligation to remove improvements and equipment from the Terminal premises is complete pursuant to the Agreement and Grant of Right-of-Way for the Trans-Alaska Pipeline.

3.2 Termination. a. The Committee may terminate this Contract, without penalty and for any or no cause, upon 90 days notice to Alyeska.

b. Except as may be specifically provided elsewhere in this Contract, Alyeska shall have the right to terminate this Contract only in the event that:

(1) (a) there has been a determination by an arbitration panel (or a court if the Committee rejects arbitration) that the Committee has failed in material respects to perform its services or obligations under this Contract, or has materially misused Alyeska provided funding, (b) the arbitration panel (or court) has established a reasonable time in which the Committee may cure the failure or remedy the misuse of funds, and (c) the arbitration panel (or court) subsequently finds that the Committee has not cured the failure or remedied the misuse of funds within the time allowed; or

(2) the composition of the membership or Board of Directors of the Committee ceases at any
time to be broadly representative of the communities in the vicinity of Prince William Sound, Alaska Native organizations the members of which reside in the vicinity, commercial fishing organizations the members of which depend on the fisheries resources in the vicinity, aquaculture associations in the vicinity, and environmental organizations the members of which reside in the vicinity. Before exercising this right of termination Alyeska must notify the Committee of its intent to terminate, and afford the Committee 90 days in which to restore its broadly representative composition. If within the 90 days the Committee successfully restores the broadly representative composition described above, Alyeska shall not terminate the Contract. The Committee shall not be considered broadly representative of the above interests if it does not include as members the cities of Valdez, Cordova, Seward, Homer, Kodiak, Whittier and Seldovia, the Kenai Peninsula Borough, the Kodiak Island Borough, Chugach Alaska Corp., a commercial fishing organization, an environmental organization and an aquaculture organization, unless the failure to include any such member is for good cause and the remaining membership continues to exhibit a
regional character, broadly representative of the communities and residents in the vicinity of Prince William Sound and the users of natural resources in the vicinity. Good cause shall include, but not be limited to, the failure or refusal of any of the named members to participate in the Committee.

3.3 **Funding.** a. Subject to Subsection 3.3.b below, Alyeska shall provide to the Committee a minimum of $2,000,000 per year (the "Base Funding") for operations, technical studies, and expert support beginning January 1, 1990 or as soon thereafter as this Contract is executed. On January 1, 1991, and on the first day of each year thereafter during the term of this Contract, the Base Funding shall annually be adjusted upward for inflation by a percentage equal to the percentage increase in the Consumer Price Index for All Consumers, Anchorage, Alaska, for the twelve month period ending in [July] of the previous calendar year. The Base Funding shall be paid in two equal installments on the first business day of January and July each calendar year during the term of this Contract.

b. At the end of the third year of the Contract, and thereafter at the end of every third year, the parties shall meet to review in good faith the level of Base Funding specified herein and determine whether the level of Base Funding should be adjusted. In making this determination the parties will consider past levels of expenditure by the Committee and Committee plans.
for the next three years, including projected expenditures and the benefits anticipated to result from those expenditures. If the parties cannot agree, the issue may be submitted to arbitration or litigation in accordance with Section 7.1; provided, however, that the arbitrator or the court shall have no authority to increase or decrease the Base Funding level by more than 50% of the then-existing Base Funding level.

c. Alyeska will consider in good faith whether to provide supplemental funding ("Supplemental Funding") for special studies, including research and development, or other projects proposed by the Committee. Alyeska's decision whether to provide Supplemental Funding shall be final, and not subject to arbitration or litigation.

d. The amount of any funds found by an arbitrator (or a court if the Committee so elects) to have been misused by the Committee shall be deducted from funds otherwise payable hereunder, or repaid to Alyeska.

e. Any unspent and unencumbered Alyeska-provided funds remaining at the termination of this Contract shall be returned to Alyeska. Alyeska will indemnify the Committee from any federal or state tax burden on the Committee that may result from the return of such funds.

f. The Committee shall be allowed to obtain funding from sources independent of Alyeska ("Independent Funding"); provided, however, that the Committee shall separately account for the receipt and use of such funds.
3.4 **Audit.** The Committee's performance of services under this Contract shall be subject to audit by Alyeska at all reasonable times during the term of this Contract and continuing for a period of one year following the end of such term. The Committee shall make available to Alyeska or its auditors, upon request and reasonable notice, all employees, directors, consultants and contractors of the Committee, and all non-privileged records and documents, related to this Contract, the Committee's performance of services hereunder or the use of Alyeska-provided funds.

**ARTICLE IV - SPECIAL ALYESKA OBLIGATIONS**

4.1 **Access.** a. **Information.** The Committee, its staff and consultants shall have access to such Alyeska records and documents as may be reasonably necessary to enable the Committee to perform its duties hereunder, including records pertaining to tankers; provided, however, that unless Alyeska otherwise agrees, the Committee's right of access shall not be broader than that enjoyed by ADEC, EPA or other governmental agencies having regulatory authority under applicable statutes and regulations; and provided further that the Committee shall not be entitled to obtain confidential personnel records, records protected by the attorney-client privilege, records which are protected as confidential or privileged by state or federal law, or confidential records the disclosure of which might harm the competitive position of Alyeska or the TAPS Owners. The foregoing shall not
preclude the sharing of confidential or proprietary information pursuant to a separate confidentiality agreement negotiated by the parties. Records or documents not privileged or confidential by law, but intended by Alyeska management, when created or commissioned, to be confidential, shall be provided to the Committee only on reasonable terms, to be negotiated in a separate agreement between the parties, intended to insure the continued confidentiality of such records and documents. Alyeska shall provide access to documents and records with reasonable promptness.

b. **Facilities.** The Committee, its staff and consultants shall be afforded such access to Terminal facilities as may be reasonably necessary to enable the Committee to perform its duties hereunder; provided, however, that reasonable advance notice shall be given of the desire for access and the parts of the Terminal to be visited, that all visitors shall comply with all Alyeska safety rules and be accompanied at all times by an Alyeska representative, and that the number of visitors shall be limited to that reasonably necessary to accomplish the purpose of the visit. For purposes of this paragraph, "Terminal facilities" includes the SERVS facilities, oil spill response vessels, other locations used for purposes of emergency response to oil spill or environmental pollution incidents occurring in or near Prince William Sound, and other locations in Port Valdez or Prince William Sound used for Terminal or tanker operations.
For the purpose of observing Alyeska’s response and otherwise performing its functions hereunder, reasonable access shall be afforded Committee representatives during times of environmental emergency, such as oil spills, significant pollution incidents, or other actual or threatened major environmental harm, to the extent this can be done without hampering Alyeska’s response actions or compromising the safety of the Committee representatives.

c. **Tankers.** Upon request, Alyeska shall make all reasonable efforts to seek from tanker owners and operators such additional information as may be necessary to enable the Committee to accomplish its duties and functions under this Contract. Upon request, Alyeska shall use its best efforts to arrange for Committee, its staff and consultants to have such reasonable access to tankers calling at Alyeska as may be necessary to enable the Committee to accomplish its duties and functions, including continuous access for monitoring purposes.

d. **General.** The Committee shall, as necessary and appropriate to perform its duties and functions hereunder, be allowed to photograph or videotape visits to the Terminal facilities, provided this does not interfere with safe operations.

4.2 **Alyeska Representative.** Alyeska shall provide as a liaison to the Committee the President of Alyeska or a representative fully empowered to act in his stead.

4.3 **Amendment of the Plan.** In order to assure the permanency of function and funding for the Committee, Alyeska
shall not voluntarily repeal, rewrite or otherwise modify the terms, application or effect of Exhibit A, to be included in the Plan, or the equivalent section of any successor plan, without the written consent of the Committee.

4.4 Alyeska Response. Alyeska shall provide the Committee a complete response to all written advice, recommendations or other input from the Committee, to which the Committee formally requests a response, within a reasonable time after it is given to Alyeska. If Alyeska cannot provide a complete response within ten business days, it shall within ten business days of the request notify the Committee as to when it will make a complete response.

ARTICLE V - EFFECT OF STATUTES

5.1 Effect of Passage of Statutes. Should the federal or state government enact legislation requiring formation of a citizens' advisory or oversight group, to provide input regarding Terminal and tanker operations and oil spill response planning in Prince William Sound, which is comprised in substantial part of members of the public who reside in or work in Prince William Sound or in nearby areas that might be damaged by oil spills in Prince William Sound, (the "impact area"), or representatives of groups or organizations having members who reside in or work in the impact area, or representatives of groups or organizations which represent the interests of parties who might suffer loss or damage, tangible or intangible, as a result of oil spills in
Prince William Sound or environmental pollution from Terminal or tanker operations, the Committee may seek to qualify under such legislation as the required advisory or oversight group, or as a lawful alternative thereto. If so, Alyeska shall use its best efforts to cooperate with the Committee and to assist it to so qualify. Should the Committee so qualify, and choose to seek any funding provided from other sources pursuant to such legislation, such funding shall be credited against Alyeska's Base Funding obligation hereunder; the parties' other obligations hereunder, if broader in scope than such legislation, would remain in effect unless in conflict therewith. Alyeska and the Committee agree, however, that if the Committee fails to so qualify or chooses not to seek such qualification, they will enter in good faith into negotiations regarding the scope of services provided under this Contract, the level of funding therefor by Alyeska, and the need for and appropriateness of modifications to other terms of this Contract. The Parties shall take into account whether any other group established pursuant to such legislation is comprised in substantial part of persons who are representative of residents of the impact area or representatives of organizations which represent the interests of people who live or work in the area or might be damaged by oil spills or pollution from Terminal or tanker operations; whether the functions of the Committee under this Contract substantially duplicate functions performed by the other advisory or oversight group; and the extent to which Alyeska's obligations to the other group are similar to its obligations hereunder.
ARTICLE VI – INDEMNITY, LIABILITY AND ESTOPPEL

6.1 **Indemnity.** Alyeska shall indemnify and hold harmless the Committee, its members, directors, employees and agents from costs, damages, legal fees and other liabilities resulting from advice given pursuant to this Contract.

6.2 **Exculpation of Committee.** The Committee does not have, and shall not assume, by reason of this Contract or by reason of any action or inaction taken in furtherance of its functions, any responsibility or liability for any possible inadequacies in any plan, or any past, present, or future acts or omissions of Alyeska or tankers calling at Alyeska.

6.3 **Members, Directors, Officers and Employees Not Liable.** No director, officer, employee, contractor, agent or member of Regional Citizens Advisory Committee, Inc., shall be individually liable for the performance of any term or condition of this Contract, or for damages in the event of the Committee's breach of this Contract, unless such are caused by the fraudulent actions of the party against whom recovery is sought.

6.4 **Estoppel.** No advice given, no statement made, and no position taken by any voting director of the Committee or its members or their representatives or agents in the performance of obligations under this Contract shall be grounds for estopping the voting director or the Committee's members or their representatives or agents from seeking damages or any other form of relief.
6.5 Alyeska as Agent for Owner Companies. In entering into this Contract, Alyeska Pipeline Service Company is acting on its own behalf and as agent on behalf of each of the owners of TAPS, which are listed above or their successors or assigns.

ARTICLE VII - REMEDIES

7.1 Arbitration. Except as otherwise provided herein, any dispute between the Committee and Alyeska with respect to any provision of this Contract or the rights and obligations of the parties hereunder shall be submitted to arbitration in accordance with the provisions of this paragraph, unless within fifteen days of receipt of a request by Alyeska for arbitration the Committee notifies Alyeska that it rejects arbitration in favor of litigation.

a. Consent Panel. The party desiring arbitration of a dispute shall give written notice to that effect to the other party specifying in such notice the name, address and occupation of a person to serve as an arbitrator on its behalf. Within fifteen days after receipt of such notice the other party shall give written notice to the first party specifying the name, address and occupation of a person designated to serve as an arbitrator on its behalf.

If neither party has objected to the other's designation within fifteen days after the notice by the second party of its designation of an arbitrator, then the two chosen arbitrators (called the "consent panel") shall
select a third person agreeable to both to become the third member of the consent panel. The consent panel may utilize informal techniques and hold informal hearings without reference or adherence to the rules or procedures of the American Arbitration Association. Promptly and within thirty days of concluding any proceeding the consent panel shall render its written decision. It is the intent of this subparagraph to provide for a speedy and inexpensive resolution of disputes, provided the parties consent to such a procedure.

b. Formal Arbitration. If either party makes timely objection to the other party's designee for the consent panel pursuant to subparagraph (a) above, or the first party initially decides not to use the consent panel procedure, then the party demanding arbitration shall promptly refer the dispute to the American Arbitration Association for disposition in accordance with the then existing rules of the American Arbitration Association applicable to contract disputes.

c. Arbitration Awards. Any award, by either a consent panel or a formal arbitration panel, shall be enforceable in accordance with Alaska Statutes.

7.2 Remedies for Breach. Because the specific obligations of Alyeska under this Contract are of the utmost importance to the Committee, and constitute the only consideration for which the Committee would undertake to enter into a contract to provide
services of the nature set forth in this Contract, it is agreed
that the Committee shall be entitled to specific performance of
the obligations of Alyeska under this Contract, and any
arbitrator or court is authorized to order specific performance
of the provisions hereof. This remedy of specific performance
shall be in addition to any other right or remedy of the parties
available by statute, common law or otherwise.

7.3 **Attorneys' Fees and Costs.** If the Committee is the
prevailing party in any arbitration or court proceeding brought
to enforce or determine rights and obligations under this
Contract, the court or arbitrator shall award the Committee
reasonable actual attorneys fees and costs. The Committee shall
in no case be obligated to pay Alyeska's attorneys fees and costs.

**ARTICLE VIII - MISCELLANEOUS PROVISIONS**

8.1 **No Third Party Beneficiaries.** There are no intended
third party beneficiaries of this Contract, and no one except the
parties hereto shall have any right to enforce this Contract.

8.2 **Miscellaneous Provisions.**

a. **No Waiver of Breach.** No failure by either party
to insist upon the strict performance by the other of any term or
provision of this Contract or to exercise any right or remedy
consequent upon a breach thereof, shall constitute a waiver of
any such breach or of such terms or provisions. No waiver of any
breach shall affect or alter this Contract, but each and every
term and provision of this Contract shall continue in full force
and effect with respect to any other then existing or subsequent breach.

b. **Time of Essence.** Time is of the essence of this Contract and of each provision.

c. **Computation of Time.** The time in which any act provided by this Contract is to be done shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a Holiday, and then it is also excluded.

d. **Successors in Interest.** Each and all of the terms and provisions in this Contract shall inure to the benefit of and shall be binding upon the successor in interest of Committee and Alyeska.

e. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the matters covered by this Contract, and no other agreement, statement or promise made by any party which is not contained in the Contract shall be binding or valid.

f. **Governing Law.** This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Alaska.

g. **Choice of Venue.** Any lawsuit concerning this Contract shall be brought in a court of competent jurisdiction in the Third Judicial District, State of Alaska.

h. **Partial Invalidity.** If any provision of the Contract is held by a court of competent jurisdiction to be
invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated; provided, however, that if in the judgment of the Committee any holding of partial invalidity renders further performance under this Contract undesirable, then the Committee shall have the option to terminate this Contract at any time without penalty.

i. **Relationship of Parties.** Nothing contained in this Contract shall be deemed or construed by the parties or by any third person to create the relationship of parent and subsidiary, principal and agent, partnership, joint venture, or of any association between the Committee and Alyeska; and no provisions contained in this Contract or any acts of the parties shall be deemed to create any relationship between the Committee and Alyeska other than the relationship of parties to this Contract.

j. **Number and Gender.** In this Contract, the neuter gender includes the masculine and the feminine, and the singular number includes the plural; the word "person" includes corporation, municipality, partnership, firm or association wherever the context so requires.

k. **Mandatory and Permissive.** "Shall", "will" and "agrees" are mandatory; "may" is permissive.

l. **Captions.** Captions of the articles, paragraphs and subparagraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way
be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Contract.

m. Amendment. This Contract is not subject to amendment except in writing executed by both parties hereto.

n. Delivery of Notices — Method and Time. All notices, demands or requests from one party to another shall be delivered in person, telecopied or sent by mail, certified or registered, postage prepaid, to the addresses stated in the succeeding subparagraph and to such other persons and addresses as either party may designate by notice to the other. Notice shall be deemed to have been given at the time of mailing.

o. Notices. All notices, demands, and requests from Alyeska to the Committee shall be given to the Committee at the following address:

Ann Rothe
President
Regional Citizens Advisory Committee
c/o National Wildlife Federation
750 West Second Ave., Suite 200
Anchorage, Alaska 99501

Facsimile Number: (907) 258-4811

All notices, demands or requests from the Committee to Alyeska shall be given to Alyeska at the following address:

Jim Hermiller,
President
Alyeska Pipeline Service Company
1835 S. Bragaw Street
Anchorage, Alaska 99512

Facsimile Number: (907) 265-8983

p. Change of Address. Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this paragraph.
q. **Good Faith and Fair Dealing.** Each party shall act in good faith and deal fairly with the other in the interpretation and performance of the provisions of this Contract.

8.3 **TAPS Owner Authority.** Alyeska warrants to the Committee that it has all necessary authority from TAPS owners to enter into this Contract, and that this Contract is valid and binding on Alyeska and the TAPS owners and enforceable according to its terms.

Executed by the parties on the dates indicated below.

**Alyeska Pipeline Service Company**

**Date:** Feb. 8, 1990

By: [Signature]

Its President

**Regional Citizens Advisory Committee, Inc.**

**Date:** Feb. 8, 1990

By: [Signature]

Its President and Representing National Wildlife Federation

and its members:

**Date:** 2-8-90

By: [Signature]

Representing: City of Seward

**Date:** February 8, 1990

By: [Signature]

Representing: Cordova District Fishermen United

**Date:** 2-8-90

By: [Signature]

Representing: Prince William Sound Aquaculture Corporation
By: ____________________________
Representing: City of Kodiak

By: ____________________________
Representing: Kenai Peninsula Borough

By: ____________________________
Representing: Kodiak Village Mayors Association

By: ____________________________
Representing: City of Whittier

By: Kim Kirdal
Representing: Chugach Alaska Corporation

By: ____________________________
Representing: City of Seldovia

By: ____________________________
Representing: Kodiak Island Borough

By: ____________________________
Representing: City of Homer

By: ____________________________
Representing: City of Cordova

By: ____________________________
Representing: City of Valdez

By: ____________________________
Representing: City of Valdez
Date: 2/7/90
By: [Signature]
Representing: City of Kodiak

Date: 2/13/90
By: [Signature]
Representing: Kenai Peninsula Borough

Date: 3/16/90
By: [Signature]
Representing: Kodiak Village Mayors Association

Date: 2/22/90
By: [Signature]
Representing: City of Whittier

Date: 2/21/90
By: [Signature]
Representing: Chugach Alaska Corporation

Date: Feb. 8 1990
By: [Signature]
Representing: City of Seldovia

Date: 2/8/90
By: [Signature]
Representing: Kodiak Island Borough

Date: 2-8-90
By: [Signature]
Representing: City of Homer

Date: 2-8-90
By: [Signature]
Representing: City of Cordova

Date: 2-8-90
By: [Signature]
Representing: City of Valdez

Date: 3/16/90
By: [Signature]
Representing: City of Valdez
EXHIBIT A
TO
CONTRACT BETWEEN REGIONAL CITIZENS ADVISORY COMMITTEE
AND ALYESKA PIPELINE SERVICE COMPANY
FOR INCLUSION IN ALYESKA'S PRINCE WILLIAM SOUND
TANKER SPILL PREVENTION AND RESPONSE PLAN

An active Regional Citizens Advisory Committee (RCAC) is important to the success of this plan. The RCAC will provide recommendations to which Alyeska will respond in a timely manner, and participate in:

1. the continuing development of the Tanker Spill Prevention and Response Plan for the Prince William Sound;
2. annual plan review;
3. the periodic review of operations under the plan, including training and conducting exercises;
4. the input to selection of Plan-related research and development projects;
5. the review of other important issues related to marine oil spill prevention and response concerns that are not obvious at this time; and
6. the review of other concerns agreed upon by the citizens advisory committee.
Date: 2/7/90
By:
Representing: City of Kodiak

Date: 2/13/90
By: James N. Butler
Representing: Kenai Peninsula Borough

Date: 3/10/90
By: 
Representing: Kodiak Village Mayors Association

Date: 2/9/90
By: 
Representing: City of Whittier

Date: 2/8/90
By: Keith Wardrop
Representing: Chugach Alaska Corporation

Date: Feb. 8, 1990
By: 
Representing: City of Seldovia

Date: 2/8/90
By: 
Representing: Kodiak Island Borough

Date: 2/8/90
By: 
Representing: City of Homer

Date: 2/8/90
By: 
Representing: City of Cordova

Date: 2/8/90
By: 
Representing: City of Valdez

Date: 3/6/90
By: 
Representing: City of Valdez
EXHIBIT A
TO
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AND ALYESKA PIPELINE SERVICE COMPANY

FOR INCLUSION IN ALYESKA'S PRINCE WILLIAM SOUND
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2. annual plan review;

3. the periodic review of operations under the plan, including training and conducting exercises;

4. the input to selection of Plan-related research and development projects;

5. the review of other important issues related to marine oil spill prevention and response concerns that are not obvious at this time; and

6. the review of other concerns agreed upon by the citizens advisory committee.
SECTION 1:
RCAC agrees that, except as provided in this Addendum to contract, it will not attempt to influence or promote any legislation or the adoption, repeal or modification of administrative regulations (including formally adopted guidelines) through communication with any member or employee of a legislative body or with any governmental officer or employee who participates in the legislative or administrative process. RCAC may engage in grassroots lobbying, which means any attempt to influence any legislation or regulation through efforts to affect the opinions of the general public or any segment thereof. RCAC agrees that these activities will not constitute a substantial part of the activities of RCAC within the meaning of Section 501(c)(3) of the IRC of 1986, as amended.

SECTION 2:
(a) RCAC may provide advice to a legislative committee or body, provided that the advice is given at a public proceeding as defined in paragraph g.

(b) RCAC may provide technical advice to a member of
a legislative body, a committee of that body, or a legislative body provided that (1) the advice is given in response to a written request by the member, committee or body; (2) the advice provided by RCAC is in writing and is directly related to the advice requested; and (3) every member of the legislative body has access to the advice. RCAC shall provide Alyeska with a copy of the request and the response immediately upon transmission of the response to the legislator, committee or legislature.

(c) RCAC may invite a public official to an educational meeting to discuss legislation or issues or to learn more about the organization's activities, so long as the educational meeting is not undertaken with the intent to influence legislation and any discussion of specific legislation is incidental to the purpose of the meeting.

(d) RCAC may engage in "self defense" lobbying directly related to the preservation of RCAC's existence, duties, powers, or tax-exempt status.

(e) RCAC may conduct training workshops to encourage a greater interest in and understanding of governmental affairs, provided the workshop does not focus on a future lobbying campaign for specific legislation, other than a
grass roots lobbying campaign, or how to lobby in a specific issue area, except for grass roots lobbying.

(f) RCAC may communicate with government officials about the adoption, repeal or modification of administrative regulations (including formal guidelines established thereunder) if the communication is made before a public proceeding, as defined in paragraph (g). If such communication does not take place at a public proceeding, then it shall be limited to technical advice which RCAC may communicate at its sole discretion, provided, however, that Alyeska is copied with all such written communications and RCAC promptly notifies Alyeska of oral communications, providing as part of said notification, such information as is reasonably necessary for Alyeska to identify the date, subject matter, the persons between whom the communication occurred and the position taken by RCAC. The reporting requirements set out in this section do not apply to informational requests, informal communications between RCAC staff, Committee volunteers or Council members, and government employees in which the communication of RCAC’s position is only incidental to the primary purpose of the communication and communications of RCAC staff, Committee volunteers or Council members with government employees in which the view communicated is that of the employee or
member and not that of RCAC. Nothing in this paragraph is intended to otherwise limit communications with government officials concerning administrative action including, without limitation, communications to government officials concerning potential violations of existing permits, laws or regulations. RCAC and Alyeska are encouraged, but not required to communicate to each other concerns which, in their opinion, call for administrative action. Such communication is encouraged for the purpose of reaching consensus on issues prior to communication with government officials.

(g) A public proceeding for the purpose of this Addendum is a public meeting for which prior notice is required and a public record of the proceedings is kept. RCAC agrees that it will provide Alyeska reasonable notice of its intent to testify at a public proceeding. Notice should be in writing by facsimile or express delivery with sufficient information for Alyeska to be informed of the subject matter and position RCAC is taking so that Alyeska can express concerns it might have and attempt to reach consensus with RCAC before the public proceeding occurs. If there is not enough time to follow this procedure, RCAC may notify Alyeska and discuss the issue by telephone. RCAC shall, to the extent practicable, provide Alyeska with a copy of
written materials it intends to submit at a public proceeding prior to RCAC's appearance. In any event, RCAC will provide Alyeska with copies of written submissions at the time of the hearing or promptly thereafter. Nothing in this section is intended to prevent or limit RCAC in its presentation of an independent opinion at a public proceeding.

(h) Nothing in this Addendum to the Contract is intended to enlarge upon or in anyway define the scope of services to be provided to Alyeska or the public under Section 2.1 of the Contract.

(i) Nothing in this Addendum to Contract is intended to prohibit individual members, officers, and employees of RCAC from influencing or attempting to influence legislation or administrative action, provided that RCAC does not reimburse their out-of-pocket expenses and they appear in their individual capacity and not as representatives of RCAC or of RCAC's official position.

(j) In the event that an arbitration panel or a court determines that activity by RCAC constitutes a material breach of this Addendum to the Contract and RCAC, after receiving notice of that determination, engages in substantially similar activity that an arbitration panel
or court determines constitutes a second material breach of this Addendum to Contract, then Alyeska may terminate the February 8, 1990 Contract.

(k) Nothing in this Addendum constitutes recognition by either RCAC or Alyeska that the communications dealt with herein are permitted or prohibited, in whole or in part, under either OPA 90 or the February 8, 1990 Contract.

(l) The term of this Addendum shall be from the date of its execution until the adjournment of the 1996 regular session of the Alaska Legislature. The parties recognize that the precise affect of the application of this Addendum is unknown at this time. Therefore, the parties agree that following the adjournment of the first regular session of the Alaska legislature after execution of this Addendum, they shall meet and discuss in good faith whether the Addendum has proved workable for both parties. If the parties both conclude that modification is warranted, they shall negotiate such changes to the Addendum as are appropriate under the circumstances.

(m) The parties agree that the contract between the parties dated February 8, 1990 should, for the period covered by this Addendum be amended by addition of a
fourth recital, the text of which is reflected in Exhibit A attached hereto. The parties further agree to explore ways in which the February 8, 1990 contract should be amended for purposes of clarification or to address matters not anticipated at the time the contract was negotiated. To this end, each party will identify 3 persons to serve on a contract committee that will meet periodically (but in no event less than 3 times annually) at times and locations agreed to between the parties for the purpose of discussing and recommending changes to the contract. The contract committee will render a joint report on an annual basis to the parties. Neither party is required to adopt modifications recommended by the contract committee.

(n) The parties agree that the "communications" protocol attached hereto as Exhibit B should, for the period covered by this Addendum, be, and is adopted, as one of the means to the development of a better working relationship.

(o) The parties agree that Alyeska shall provide to RCAC $2,224,000 per year for operations, technical studies and expert support commencing January 1, 1993, with like amounts to be provided in 1994 and 1995. Each annual payment for 1994 and 1995 shall be made in two (2)
equal installments on the first days of January and July. The balance of the annual funding for 1993 shall be paid by Alyeska to RCAC on July 1, 1993. It is understood by the parties that expenditures by RCAC in any one of the years provided for herein, are not limited by the funding level provided by Alyeska, but may be supplemented with remaining funds on hand resulting from monies previously paid by Alyeska to RCAC. Annual CPI adjustments to base funding are waived by RCAC under this contract, but only for the funding period January 1, 1993 through December 31, 1995. Alyeska waives all rights to compensation for claims it may have under Section 3.3(d) for funds allegedly misused by the Committee for the period 1990 through December 31, 1992. Funding for the next three (3) year cycle of the term shall be determined as provided in Section 3.3 of the Contract between the parties dated February 8, 1990.

(p) Notice to either party under this Addendum shall be sufficient if delivered by facsimile to the person and at the number identified below, or at such other numbers or addresses as may, from time to time, be designated by the respective parties in writing. If transmission by facsimile is, for any reason, not possible at the time the transmission should take place, then notice shall be provided by whichever means is best calculated to provide
prompt notice to the other party.

RCAC: Sheila K. Gottehrer
Telephone No.: 277-7222
Fax No.: 277-4523

Alyeska: Gary Bader
Telephone No.: 265-8858
Fax No.: 265-8240

Paul Richards
Telephone No.: 265-8891
Fax No.: 265-8240

EXECUTED by the parties on the dates indicated below:

ALYESKA PIPELINE SERVICE COMPANY

Date: April 12, 1993
By: James B. Hermiller, President

REGIONAL CITIZENS ADVISORY COMMITTEE, INC.

Date: April 8th, 1993
By: Stanley F. Stephens, President
STATE OF ALASKA  )
                 ) ss.
THIRD JUDICIAL DISTRICT  )

THIS IS TO CERTIFY that on this 13th day of April, 1993, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared JAMES B. HERMILLER, to me known to be the President of Alyeska Pipeline Service Company, a corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]
Notary Public in and for Alaska
My Commission Expires: 3/12/96

STATE OF ALASKA  )
                 ) ss.
THIRD JUDICIAL DISTRICT  )

THIS IS TO CERTIFY that on this 8th day of April, 1993, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared STANLEY F. STEPHENS, to me known to be the President of Regional Citizens Advisory Committee, Inc., a corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]
Notary Public in and for Alaska
My Commission Expires: 1/24/95
EXHIBIT A

RECITAL 4

4. Alyeska and RCAC agree that a mechanism should be established which fosters the long term partnership of industry, government and local communities in the identification and implementation of appropriate measures in response to actual and potential consequences likely to occur as a result of oil or environmental related accidents or impacts arising out of terminal and tanker operations in Prince William Sound. To that end, the parties agree to exert their best efforts in development of a process that encourages consensus through the exchange of ideas between the parties, industry and government in the review of terminal and tanker operations that are within the scope of RCAC’s responsibilities under the contract.
EXHIBIT B

PROTOCOL GOVERNING EXCHANGE OF INFORMATION AND ADVICE BETWEEN ALYESKA PIPELINE SERVICE COMPANY (ALYESKA) AND THE REGIONAL CITIZENS ADVISORY COUNCIL (RCAC) AND COMMUNICATION WITH FEDERAL AND STATE AGENCIES

1. GOALS OF PROTOCOL

(a) Information and Advice. To promote a long term working relationship between Alyeska and RCAC by developing processes and procedures that will facilitate the exchange of information and advice, encourage consensus and promote non-adversarial resolution of differing opinions prior to communication of final opinions to federal or state agencies.

(b) Informal Guidelines. To encourage development of informal guidelines concerning the scope of services to be provided to Alyeska under § 2.1 of the contract between the parties dated February 8, 1990.

(c) Subject Areas. To identify subject areas that may be amenable to resolution under the process and procedure outlined in Section 2 of this Protocol.
2. PROCESS AND PROCEDURE

(a) Meetings. The parties shall meet as often as is reasonably necessary to identify and address issues appropriate for discussion, but in any event shall meet on a quarterly basis to discuss general issues. The first meeting shall be organizational. Proposed subject areas for discussion will be identified at the first meeting and from time-to-time by mutual agreement.

(b) Technical Working Groups. The parties may, from time to time, appoint representatives to participate in technical working groups whose responsibility will be to examine issues identified by the parties under (a) of this section, relating to mitigation of actual or potential environmental impacts arising out of terminal operations or tanker operations in Prince William Sound. Technical working groups will be modeled after the Prince William Sound Steering Committee and its technical working groups.

(c) Attendance. Each party agrees to make a good faith effort to encourage communication and require attendance at meetings by appropriate representatives. This includes both formal and informal meetings of the parties held on a regular or irregular basis as contemplated in
paragraph (a) of this section and meetings of the technical working groups.

(d) Confidentiality Until Agreement or Disagreement. The parties may agree, if appropriate to promote responsible interchange of information and to encourage open and meaningful discussion, that no information concerning the subject under discussion will be provided to third parties until consensus has been reached or until one (1) working day following delivery of notice to the other party that further efforts to reach consensus on that subject would not be fruitful.

(e) Delivery of Information. Information, including underlying documentation, data, non-confidential or non-privileged correspondence from and to state and federal agencies that each party, in its sole discretion, deems relevant and reasonably necessary to an appreciation and understanding of the issue under discussion, should be provided to the other party at least three (3) working days prior to the meeting at which the issue will be discussed. Both parties recognize that in some cases it may not be possible to meet the three (3) day requirement and in those cases, the information should be provided as soon as practicable. The purpose of this provision is to promote the sharing between the parties of such
information as is reasonably necessary to facilitate resolution of the issue to be discussed. It is not intended that every piece of paper on the issue be exchanged or that all data or information be fully developed for exchange prior to initiation of discussions on a particular issue. In situations where there is concern that publication of the information may be prejudicial to the interests of a party, it is the intent of this protocol to encourage but not require the sharing of such information with the understanding that each party will be sensitive to the other party's concern and will exercise its best efforts to minimize publication of the information to third parties.

(f) **Selection of Subjects.** The selection of subjects covered by this protocol shall be determined at the meetings held pursuant to paragraph (a) of this Section. The nature of the subjects selected at the first meeting should be narrow in scope, subject to expansion as the parties become more familiar with the process and comfortable with outcomes over time. Subject areas for discussion could potentially include:

- the review and revision, if any, of relevant contingency plans that will expire in 1994.
- site specific permits that must be renewed in 1994.
comments on environmental permitting as a direct result of published notice of proposed rulemaking.

3. ADDITIONAL PROVISIONS

(a) **Remedies.** Nothing herein is intended to restrict or limit remedies arising through operation of law or otherwise provided under the contract between the parties dated February 8, 1990.

(b) **Recognition.** Nothing in this protocol constitutes recognition by either RCAC or Alyeska that communications dealt with herein are permitted or prohibited in whole or in part under either OPA 90 or the February 8, 1990 contract.

(c) **Sunset.** The parties recognize that the precise effect of the application of this protocol is unknown at this time. Therefore, the term of this protocol shall be for one (1) year from the date of its execution. The parties agree that after one (1) year they shall meet and discuss in good faith whether the protocol has proved workable for both parties. If the parties conclude that the term of the protocol should be enlarged or that modification is warranted, they shall negotiate such changes to the protocol as are appropriate under the circumstances.
(d) **Public Statements and Press Releases.** Unless the parties otherwise agree, neither Alyeska nor RCAC will make public announcements or engage in discussions with representatives of the news media characterizing the other's position on any issue that is subject to the process described herein.
ADDENDUM

PURSUANT TO Paragraph 3.3 of that certain Agreement dated February 8, 1990, by and between the REGIONAL CITIZENS' ADVISORY COUNCIL, hereinafter "Council," and ALYESKA PIPELINE SERVICE COMPANY, hereinafter "Alyeska," the parties agree on the funding for the Council commencing January 1, 1996, and continuing for three (3) full years as follows:

1. Council and Alyeska agree that Alyeska shall provide to Council Two Million One Hundred Thousand ($2,100,000.00) Dollars per year for operations, technical studies and expert support commencing January 1, 1996, with like amounts to be provided in 1997 and 1998, which shall be made in two (2) equal installments on the first days of January and July. Council acknowledges receipt of the first payment for 1996 in the amount of One Million Fifty Thousand ($1,050,000.00) Dollars. The balance of the annual funding for 1996 shall be paid by Alyeska to Council on or before July 1, 1996.

2. It is understood by the parties that expenditures by Council in any one of the years provided for herein are not limited by the funding level provided by Alyeska, but may be supplemented with remaining funds on hand resulting from monies previously paid by Alyeska to Council. Annual CPI adjustments to base funding are waived by Council for the period January 1, 1996 through December 31, 1998.

3. Nothing contained herein shall be construed to extend the life of that certain Addendum to the February 8, 1990 agreement between the parties. Said
Addendum was signed by the parties in 1993, the signature of Council being affixed April 8, 1993 and signature of Alyeska April 12, 1993.

4. Notice to either party under this Addendum shall be sufficient if delivered by facsimile to the person and at the number identified below, or at such other numbers or addresses as may, from time to time, be designated by the respective parties in writing. If transmission by facsimile is, for any reason, not possible, then notice shall be provided by whichever means is best calculated to provide prompt notice to the other party.

Council:  
President with copy to
H.E. Stanley
Telephone: 277-7222
Facsimile: 277-4523

Alyeska:  
President David Pritchard and
Meg Sudduth
Telephone: 265-8597
Facsimile: 265-8240

EXECUTED by the parties on the dates indicated below:

REGIONAL CITIZENS' ADVISORY COUNCIL
Date: 2/22/96  
By: William M. Walker, President

ALYESKA PIPELINE SERVICE COMPANY
Date: 3/22/96  
By: David Pritchard, President
STATE OF ALASKA

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 22nd day of February, 1996, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared WILLIAM M. WALKER, to me known to be the President of Regional Citizens' Advisory Council, a corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]
Notary Public in and for Alaska
My commission expires: 8/11/99

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 22nd day of February, 1996, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared DAVID PRITCHARD, to me known to be the President of Alyeska Pipeline Service Company, a corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]
Notary Public in and for Alaska
My commission expires: 11/25/97

Lissa E. LeVar, Notary Public
State of Alaska
My Commission Expires 11/25/97
ADDENDUM

PURSUANT TO Paragraph 3.3 of that certain Agreement dated February 8, 1990, by and between the REGIONAL CITIZENS' ADVISORY COUNCIL, hereinafter "Council," and ALYESKA PIPELINE SERVICE COMPANY, hereinafter "Alyeska," the parties agree on the funding ("Base Funding") for the Council commencing January 1, 1999, and continuing for three (3) full years as follows:

1. Council and Alyeska agree that Alyeska shall provide to Council Two Million Five Hundred Thousand ($2,500,000.00) Dollars per year as Base Funding for operations, technical studies and expert support commencing January 1, 1999, with like Base Funding to be provided in 2000 and 2001. Payments shall be made in two (2) equal installments on the first days of January and July. Council acknowledges receipt of One Million Fifty Thousand ($1,050,000) Dollars on January 1, 1999 and Alyeska agrees to pay to Council the additional Two Hundred Thousand ($200,000.00) Dollars of Base Funding due for the first six months of 1999 immediately following execution of this Addendum.

2. Council and Alyeska agree that the amount of Base Funding provided by Alyeska to the Council for the second and third years of this Addendum (2000 and 2001) shall be adjusted for changes in the Anchorage Consumer Price Index for All Urban Consumers as published by the U.S. Department of Labor for the twelve calendar months ending June 30 of the year immediately preceding the start of the new funding year.

3. It is understood by the parties that expenditures by Council in any one of the years provided for herein are not limited by the funding level provided by Alyeska, but may be supplemented with funds on hand resulting from monies previously paid by Alyeska to Council or from other sources.

4. Nothing in this Addendum shall be construed as an admission by Alyeska that Base Funding is required to be adjusted upward, whether by the CPI formula set forth in Paragraph 3.3.a. of the Agreement or otherwise, for years 2002 and beyond.
5. Notice to either party under this Addendum shall be sufficient if delivered by facsimile to the person and at the number identified below, or at such other numbers or addresses as may, from time to time, be designated by the respective parties in writing. If transmission by facsimile is, for any reason, not possible, then notice shall be provided by whichever means is best calculated to provide prompt notice to the other party.

Council: President with copy to
John S. Devens
Telephone: 277-7222
Facsimile: 277-4523

Alyeska: President Robert Malone and
Gene Till
Telephone: 265-8597 / 834-6919
Facsimile: 265-8240 / 834-6944

EXECUTED by the parties on the dates indicated below:

REGIONAL CITIZENS' ADVISORY COUNCIL
Date: 3-30-99 By: John S. Devens, Executive Director

ALYESKA PIPELINE SERVICE COMPANY
Date: 4/21/99 By: Robert Malone, President
STATE OF ALASKA

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 30th day of March, 1999, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared John S. Devens, to me known to be the Executive Director of Regional Citizens' Advisory Council, a corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 21st day of April, 1999, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Robert Malone, to me known to be the President of Alyeska Pipeline Service Company, a corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

Notary Public in and for Alaska
My commission expires: 3-5-2003

Notary Public in and for Alaska
My commission expires: 2/12/03
ADDENDUM

PURSUANT TO Paragraph 3.3 of that certain Agreement dated February 8, 1990, by and between the REGIONAL CITIZENS' ADVISORY COUNCIL, hereinafter "Council," and ALYESKA PIPELINE SERVICE COMPANY, hereinafter "Alyeska," the parties agree on the funding for the Council commencing January 1, 2002, and continuing for three (3) full years as follows:

1. Council and Alyeska agree that Alyeska shall provide to Council Two Million Six Hundred Thirty Thousand Two Hundred Forty-seven Dollars and Seventy-five Cents ($2,630,247.75) for operations, technical studies and expert support for the year 2002. For the years 2003 and 2004, funding shall be annually adjusted for changes in the Anchorage Consumer Price Index (CPI) for All Urban Consumers as published by the U.S. Department of Labor for the twelve calendar months ending June 30 of the year immediately preceding the start of the new funding year.

2. The funding shall be paid in two (2) equal installments on the first business day of January and July each calendar year. Council acknowledges receipt of a payment advance of Three Hundred Fifty Thousand Dollars ($350,000.00) on July 2, 2001 and the remaining portion of the January scheduled payment of Nine Hundred Sixty-five Thousand One Hundred Twenty-three Dollars and Eighty-seven Cents ($965,123.87) paid on January 4, 2002. Both payments apply to the 2002 funding.

3. It is understood by the parties that expenditures by the Council in any one of the years provided for herein are not limited by the funding level provided by Alyeska, but may be supplemented with funds on hand resulting from monies previously paid by Alyeska to Council or from other sources.

4. For the purpose of Paragraph 8.2.(o) of the Agreement the following information is substituted:

   Council:
   President with copy to
   John S. Devens, Executive Director
   Regional Citizens' Advisory Council
   3709 Spenard Road, Suite 100
   Anchorage, Alaska 99503
   Telephone: 277-7222 or 835-5957
   Facsimile: 277-4523

   Alyeska:
   Richard Ranger and Shawnee Bishop
   Alyeska Pipeline Service Company
   P.O. Box 109, MS 730
   Valdez, Alaska 99686
   Telephone: 834-6924 / 834-7075
   Facsimile: 834-6944 / 834-7082
EXECUTED by the parties on the dates indicated below:

REGIONAL CITIZENS' ADVISORY COUNCIL

By: _______________________________ (Signature) 3/14/02 (Date)
John S. Devens, Executive Director

ALYESKA PIPELINE SERVICE COMPANY
Acting as Agent for and on behalf of the Owners of the Trans-Alaska Pipeline System

By: _______________________________ (Signature) 3/14/02 (Date)
David Wight, President and CEO
ADDENDUM

PURSUANT TO Paragraph 3.3 of that certain Agreement dated February 8, 1990, by and between the REGIONAL CITIZENS' ADVISORY COUNCIL, hereinafter "Council," and ALYESKA PIPELINE SERVICE COMPANY, hereinafter "Alyeska," the parties agree on the funding for the Council commencing January 1, 2005, and continuing for three (3) full years as follows:

1. Council and Alyeska agree that Alyeska shall provide to Council Two Million Seven Hundred Forty-Five Thousand Five Hundred Fifty-Eight and 32/100ths ($2,744,558.32) Dollars per year as base funding for operations, technical studies and expert support commencing January 1, 2005, with like base funding to be provided in 2006 and 2007. For all three years of this Addendum (2005, 2006 and 2007), funding shall be annually adjusted by the average amount change of the Anchorage Consumer Price Index (CPI) for all Urban Consumers as published by the U.S. Department of Labor for the three (3) calendar years ending December 31, 2003, for a total of 2.46 percent annually as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Base Funding</th>
<th>Average CPI</th>
<th>Total Annual Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
<td>$2,744,558.32</td>
<td>$67,516.13</td>
<td>$2,812,074.45</td>
</tr>
<tr>
<td>2006</td>
<td>$2,744,558.32</td>
<td>$135,032.26</td>
<td>$2,879,590.58</td>
</tr>
<tr>
<td>2007</td>
<td>$2,744,558.32</td>
<td>$202,548.39</td>
<td>$2,947,106.71</td>
</tr>
</tbody>
</table>

2. The funding shall be paid in two (2) equal installments on the first business day of January and July of each calendar year.

3. It is understood by the parties that expenditures by Council in any one of the years provided for herein are not limited by the funding level provided by Alyeska, but may be supplemented with funds on hand resulting from monies previously paid by Alyeska to Council or from other sources.

4. For the purpose of Paragraph 8.2(o) of the Agreement, the following information is substituted:

Council: President with copy to
John S. Devens, Executive Director
Prince William Sound Regional Citizens' Advisory Council
3709 Spenard Road
Anchorage, AK 99503
Telephone: 277-7222 or 835-5957
Facsimile: 277-4523
Alyeska: Richard Ranger and Shawnee Bishop
Alyeska Pipeline Service Company
P.O. Box 109, MS 730
Valdez, AK 99686
Telephone: 834-6924/834-7075
Facsimile: 834-6944/834-7082

EXECUTED by the parties on the dates indicated below:

PRINCE WILLIAM SOUNDFRACEONAL
CITIZENS' ADVISORYCOUNCIL

Date: 12/21/04

By: [Signature]
John S. Devens, Executive Director

ALYESKA PIPELINE SERVICE COMPANY
Acting as Agent for and on behalf of the
Owners of the Trans-Alaska Pipeline System

Date: 12/18/04

By: [Signature]
David Wight, President and CEO
ADDENDUM

PURSUANT TO Paragraph 3.3 of that certain Agreement dated February 8, 1990, by and between the REGIONAL CITIZENS' ADVISORY COUNCIL, hereinafter "Council," and ALYESKA PIPELINE SERVICE COMPANY, hereinafter "Alyeska," the parties agree on the funding for the Council commencing January 1, 2008, and continuing for three (3) full years as follows:

1. Council and Alyeska agree that Alyeska shall provide to Council Two Million Nine Hundred Forty-Seven Thousand One hundred Six and 71/100ths ($2,947,106.71) Dollars per year as base funding for operations, technical studies and expert support commencing January 1, 2008, with like base funding to be provided in 2009 and 2010. For all three years of this Addendum, funding shall be annually adjusted for changes in the Anchorage Consumer Price Index (CPI) for All Urban Consumers as published by the U.S. Department of Labor for the twelve calendar months ending June 30 of the year immediately preceding the start of the new funding year. Each year's funding adjustment shall be based upon and will be in addition to the prior year's funding level including the CPI adjustment.

2. The funding shall be paid in two (2) equal installments on the first business day of January and July of each calendar year.

3. It is understood by the parties that expenditures by Council in any one of the years provided for herein are not limited by the funding level provided by Alyeska, but may be supplemented with funds on hand resulting from monies previously paid by Alyeska to Council or from other sources.

4. For the purpose of Paragraph 8.2(o) of the Agreement, the following information is substituted:

Council: President with copy to
John S. Devens, Executive Director
Prince William Sound Regional Citizens' Advisory Council
3709 Spenard Road
Anchorage, Alaska 99503
Telephone: 277-7222 or 834-5000
Facsimile: 277-4523
Alyeska: Sharon Marchant and Jann Caspersen
Alyeska Pipeline Service Company
P.O. Box 300
Valdez, Alaska 99686
Telephone: 834-7302/787-8670
Facsimile: 834-7585/787-8087

EXECUTED by the parties on the dates indicated below:

PRINCE WILLIAM SOUND REGIONAL
CITIZENS' ADVISORY COUNCIL

Date: 5/2/07

By: John S. Devens, Executive Director

ALYESKA PIPELINE SERVICE COMPANY
Acting as Agent for and on behalf of the
Owners of the Trans-Alaska Pipeline System

Date: 6-7-07

By: Kevin Hostler, President and CEO